



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

"Parks Make Life Better!"

Russ Guiney, Director

John Wicker, Chief Deputy Director

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

December 17, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION TO EXTEND THREE
PARK MAINTENANCE AND MOWING SERVICES CONTRACTS
AND TWO SECURITY SERVICES CONTRACTS
FOR THE DEPARTMENT OF PARKS AND RECREATION
(SUPERVISORIAL DISTRICTS 1, 2, 4 AND 5) (3 VOTES)**

SUBJECT

The recommended actions will extend the park maintenance and mowing services Contracts for the South Whittier Area Parks, Schabarum Regional Park, and the landscape and ground maintenance Contract for the Westridge Area Zones and two Security Services Contracts for the North and Central Regions.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed Contract Amendments to the park maintenance, mowing services and security services contracts categorically exempt from the California Environmental Quality Act because the Contract Amendments consist of maintenance and operation of existing facilities involving negligible or no expansion of the existing use and, for the reasons stated herein and the reasons reflected in the record of the Contracts.
2. Authorize the Director of the Department of Parks and Recreation to execute five Amendments to extend the following Contracts: South Whittier Area Park Maintenance (No. 76001); Schabarum Regional Park Mowing (No. 76083); Westridge Area Zones 73 and 75 Landscape Maintenance (No. 76113); North Region Security (No. 76456); Central Region Security (No. 76457), and substantially similar to the attached draft Amendments for landscape and security services, upon approval as to form by County Counsel, at the current rates, and on a month-to-month basis, for up to 12 months,

while the Department of Parks and Recreation completes each solicitation process.

3. Authorize the Director of the Department of Parks and Recreation to increase the following Contracts: South Whittier Area Park Maintenance (No. 76001); Schabarum Regional Park Mowing (No. 76083); Westridge Area Zone 73 and 75 Landscape Maintenance (No. 76113); Central Region Security (No. 76455); North Region Security (No. 76456), costs by the contingency amount identified in each Contract, as needed, for unforeseen services/emergencies and/or additional work within the scope of each Contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to extend the current mowing, park maintenance and security services Contracts, listed in Attachment I, at the current rates and on a month-to-month basis, not to exceed 12 months, to allow for the completion of the competitive solicitation processes. The Amendments will be substantially similar to Attachments II and III, upon approval, as to form, by County Counsel.

The Department of Parks and Recreation (Department) has exercised all renewal options for these Contracts, therefore, the recommended actions will avoid a break in services.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal of Operational Effectiveness (Goal 1) because these Amendments will continue to utilize the current Contractor's expertise to effectively provide mowing, park maintenance, and security services in a timely, responsive, and cost-effective manner without interruption.

FISCAL IMPACT/FINANCING

FISCAL IMPACT/FINANCING

The five Amendments total annual costs are based on the current annual Contract amounts as follows: \$214,699 for the South Whittier Area Parks Contract Number 76001; \$30,036 for Schabarum Park Contract Number 76083; \$253,333 for the Westridge Area Zones Contract Number 76113; \$61,097 for the Security North Contract Number 76456; and \$391,026 for the Security Central Contract Number 76457. Additionally, each current Contract has a contingency amount, identified in Attachment I, for additional unforeseen mowing, park maintenance, and security services that may be required within the Contractor's scope of work that will continue in these Amendments.

The Department will not request that each Contractor perform services that exceed the approved maximum Contract amount, which may include the contingency amount and cost of living adjustment (COLA), without the prior approval of the Board.

OPERATING BUDGET IMPACT

The recommended actions will have no impact on the Department's Operating Budget. The Department's Fiscal Year 2013-2014, Operating Budget, includes sufficient appropriations for the current rates of the subject Contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 16, 2007, your Board approved Contract Number 76001 (Contract 76001) with TruGreen LandCare (TruGreen), for park maintenance services for the South Whittier Area Parks (South Whittier Parks), for an initial term of two years with three one-year options. On September 15, 2009, your Board authorized the Director of the Department of Parks and Recreation (Director) to execute Amendment Number 2, reducing the Contract sum and extending the term of the Contract for an additional two years through February 1, 2014.

On May 1, 2007, your Board approved Contract Number 76083 (Contract 76083) with Azteca Landscape (Azteca), for mowing services for Schabarum Regional Park (Schabarum Park), for an initial term of two years with three one-year options. On September 15, 2009, your Board authorized the Director to execute Amendment Number 1, reducing the Contract sum and extending the term of the Contract for an additional two years through May 31, 2014.

On May 29, 2007, your Board approved Contract Number 76113 (Contract 76113) with Oakridge Landscape Inc. (Oakridge), for landscape maintenance services for Zone 73 and Zone 75, collectively known as the Westridge Area Zones (Westridge Zones), for an initial term of two years with three one-year options. On September 15, 2009, your Board authorized the Director to execute Amendment Number 1, reducing the Contract sum and extending the term of the Contract for an additional two years through April 30, 2014.

On January 15, 2008, your Board approved Contract Numbers 76456 and 76457 (Contracts 76456 and 76457) with Akal Security Inc., (Akal), for security services for the North and Central Regions, for an initial term of two years with three one-year options. On May 1, 2009, the Director executed Amendment Number 1 to each Contract, assigning Contracts 76456 and 76457 from Akal to Securitas Security Services USA Inc. (Securitas). On November 20, 2012, your Board authorized the Director to execute Amendment 2 to each Contract, extending each Contract on a month-to-month basis, up to 12 months, effective February 1, 2013.

The Department has exercised all the option years for each of the Contracts; therefore, Contract 76001 with TruGreen will expire on February 1, 2014; Contract 76083 with Azteca will expire on May 31, 2014; Contract 76113 with Oakridge will expire on April 30, 2014; and Contracts 76456 and 76457 with Securitas will expire on January 31, 2014. To prevent a break in services, the Department requests that the current Contracts be extended on a month-to-month basis, not to exceed 12 months, to allow for the completion of the competitive solicitation process and the award of new contract for each of the facilities.

Each Contractor has agreed to the same contract rates, terms, and specifications identified in their respective Contracts.

County Counsel will approve the Amendments as to form prior to the Director executing each Amendment.

ENVIRONMENTAL DOCUMENTATION

The proposed Contract Amendments for park maintenance, mowing services, and security services are categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Contract Amendments consist of maintenance and operation of existing facilities involving negligible or no expansion of an existing use.

CONTRACTING PROCESS

On January 16, 2007, your Board approved Contract 76001, with TruGreen to provide park maintenance services for the South Whittier Parks. On December 1, 2008, your Board authorized the Director to execute Amendment Number 1 to Contract 76001, implementing the new Living Wage Rate. On September 15, 2009, your Board authorized the Director to execute Amendment Number 2 to Contract 76001, reducing the Contract sum and extending the Contract term for an additional two years. On August 12, 2011, the Director executed Change Notice Number 3 to Contract 76001, expanding the scope of work to include landscape maintenance services at Sorensen County Public Library.

On May 1, 2007, your Board approved Contract 76083, with Azteca for mowing services for Schabarum Park. On September 15, 2009, your Board authorized the Director to execute Amendment Number 1, reducing the Contract sum and extending the term of the Contract for an additional two years.

On May 29, 2007, your Board approved Contract 76113, with Oakridge for landscape maintenance services for the Westridge Zones. On September 15, 2009, your Board authorized the Director to execute Amendment Number 1, reducing the Contract sum and extending the term of the Contract for an additional two years.

On January 15, 2008, your Board approved Contracts 76456 and 76457, with Akal for security services for the North and Central Regions for an initial term of two years with three one-year options. On May 1, 2009, the Director executed Amendment Number 1 to each Contract, assigning Contracts 76456 and 76457 from Akal to Securitas. On November 20, 2012, your Board authorized the Director to execute Amendment Number 2 to each Contract extending each Contract on a month-to-month basis, for up to 12 months, effective February 1, 2013, while the Department initiated the solicitation processes. On February 1, 2013, the Director executed Change Notice Number 3, to Contract Number 76457, extending the services at the East Agency Headquarters to include 24 hour coverage on the weekends and holidays.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval and execution of these Amendments will ensure the provision of mowing, park maintenance and security services at each facility without interruption.

CONCLUSION

It is requested that two adopted copies of the action taken by your Board be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Matthew Green at (626) 821-4658 or mgreen@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

12/17/2013

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney".

RUSS GUINEY

Director

RG:JW:RM

KEH:CM:MG:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**DEPARTMENT OF PARKS AND RECREATION
CONTRACT EXTENSION AMENDMENT AMOUNTS
FISCAL YEAR 2013 THRU 2014**

Landscape Maintenance Services						
Facility Location	Contract Number	Contractor	Expiration Date	Annual Contract Amount	Contingency Amount *	Maximum Annual Amount
South Whittier Area Parks	76001	TruGreen LandCare	01/31/14	\$214,699.00	\$21,469.90	\$236,168.90
Schabarum Regional Park	76083	Azteca Landscape	05/31/14	\$30,036.25	\$3,003.63	\$33,039.88
Westridge Area Zones - Zone 73	76113	Oakridge Landscape	04/30/14	\$235,442.38	\$120,000.00	\$355,442.38
Westridge Area Zones - Zone 75	76113	Oakridge Landscape	04/30/14	\$17,890.40	\$10,000.00	\$27,890.40

Security Services						
Facility Location	Contract Number	Contractor	Expiration Date	Annual Contract Amount	Contingency Amount *	Maximum Annual Amount
Central Region	76455	Securitas	01/31/14	\$61,097.60	\$6,109.76	\$67,207.36
North Region	76456	Securitas	01/31/14	\$391,026.90	\$39,102.69	\$430,129.59

* Contingency Amounts are 10% of the annual Contract amount.

**AMENDMENT NUMBER 2 TO CONTRACT NUMBER 76083
FOR MOWING SERVICES AT
SCHABARUM REGIONAL PARK**

THIS AMENDMENT NUMBER 2 TO THE MOWING SERVICES CONTRACT, made and entered this _____ day of _____, 2014

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

AZTECA LANDSCAPE, hereinafter referred to as "Azteca" for mowing services, hereinafter referred to as "services" for **Schabarum Regional Park**, hereinafter referred to as "Facility".

RECITALS

WHEREAS, on May 1, 2007, the County Board of Supervisors (Board) approved Contract Number 76083 with Azteca, for the provision of mowing services for Schabarum Regional Park; and

WHEREAS, on September 29, 2009, the Director executed Amendment Number 1, to the Contract with Azteca reducing the cost of the Contract in exchange for a two-year Contract extension; and

WHEREAS, the County desires that the mowing services for the Facility, identified above, be extended on a month-to-month basis, for a period not to exceed twelve (12) months, beginning June 1, 2014, under the existing rates, terms and conditions of the current Contract and Azteca is willing to provide the services; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

WHEREAS, the Director has prepared said Amendment Number 2, and Azteca concurs with the proposed modification; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the County and TruGreen hereto agree that the Contract between them shall be amended as follows:

1.0 TERM

The existing Section 4.0, Term of the Contract, of said Contract, is amended to add the following paragraph:

“4.5 The term of this Contract is extended on a month-to-month basis as of June 1, 2014, for a period not to exceed twelve (12) months, unless subjected to existing termination conditions, as identified in the Contract.”

2.0 CONTRACT SUM

The existing Section 5.0, Contract Sum, of said Contract, is amended to add the following Sub-paragraph:

“5.7.6 Effective June 1, 2014, payment will continue at the current rates, as noted in Exhibit A, of this Amendment Number 2, incorporated herein, by reference and made part of this Contract.”

3.0 COUNTY SMOKING BAN ORDINANCE

A new section 9.51, entitled Compliance with County's Smoking Ban Ordinance is added to Contract Number 76083 and shall read as follows:

“9.51 COMPLIANCE WITH COUNTY’S SMOKING BAN ORDINANCE

This Contract is subject to the provisions of the County’s ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks (“Smoking Ban Ordinance”) as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.”

4.0 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 4.01 A new Section 9.52, entitled Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program is added to Contract Number 76083 and shall read as follows:

"9.52 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.52.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

9.52.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County code Chapter 2.206."

- 4.02 A new Section 9.53, entitled Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program is added to Contract Number 76083 and shall read as follows:

"9.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.52, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of Contractor to cure such default within 10 days of

notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.”

5.0 GREEN INITIATIVES

A new Section 9.54, entitled Green Initiatives is added to Contract Number 76083 and shall read as follows:

“9.54 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor’s products prior to their use.”

6.0 CONTRACTOR PERFORMANCE

A new Section 9.55, entitled Contractor Performance is added to Contract Number 76083 and shall read as follows:

“9.55 CONTRACTOR PERFORMANCE

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.”

7.0 RATIFICATION

All other terms, conditions, covenants and promises of said Contract, not affected by this Amendment Number 2, shall remain in full force and effect and are hereby reaffirmed.

8.0 EFFECTIVE DATE

The effective date of this Amendment Number 2, shall be the date, month, and year first written above.

IN WITNESS WHEREOF, Azteca has executed this Amendment Number 2, to Contract Number 76083, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Amendment Number 2, to be executed on its behalf by the Director of Parks and Recreation on the date, month and year first written above.

COUNTY OF LOS ANGELES

By _____
RUSS GUINEY
Director of Parks and Recreation

CONTRACTOR

By _____
Azteca Landscape

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By _____
Christina A. Salseda,
Principal Deputy County Counsel

**AMENDMENT NUMBER 3 TO CONTRACT NUMBER 76456
FOR SECURITY SERVICES FOR
THE NORTH REGION**

THIS AMENDMENT NUMBER 3 TO THE SECURITY SERVICES CONTRACT, made and entered this _____ day of _____, 2014

BY AND BETWEEN THE

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

SECURITAS SECURITY SERVICES, INC., hereinafter referred to as "Securitas" for security services, hereinafter referred to as "services" for **North Region**, hereinafter referred to as "Facility".

R E C I T A L S

WHEREAS, on January 15, 2008, the County Board of Supervisors (Board) approved Contract Number 76456 with Akal Security, Inc. (Akal), for the provision of security services for the North Region; and

WHEREAS, on May 1, 2009, the Board authorized Director of the Department of Parks and Recreation (Director) to negotiate and execute Amendment Number 1, to the Contract assigning the Contract from Akal to Securitas; and

WHEREAS, on November 20, 2012, the Board authorized Director of the Department of Parks and Recreation (Director) to negotiate and execute Amendment Number 2, to the Contract extending the Contract on a month-to-month basis not to exceed 12 months expiring January 31, 2014; and

WHEREAS, the County desires that the security services for the Facility, identified above, be extended on a month-to-month basis, for a period not to exceed twelve (12) months, beginning February 1, 2014, under the existing rates, terms and conditions of the current Contract and Securitas is willing to provide the services; and

WHEREAS, the County reserves the right to amend other terms and conditions in the Contract as they become necessary; and

WHEREAS, the Director has prepared said Amendment Number 3, and Securitas concurs with the proposed modification; and

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the County and Securitas hereto agree that the Contract between them shall be amended as follows:

1.0 TERM

The existing Section 4.0, Term of the Contract, of said Contract, is amended to add the following paragraph:

“4.7 The term of this Contract is extended on a month-to-month basis as of February 1, 2014, for a period not to exceed twelve (12) months, unless subjected to existing termination conditions, as identified in the Contract.”

2.0 CONTRACT SUM

The existing Section 5.0, Contract Sum, of said Contract, is amended to add the following Sub-paragraph:

“5.10 Effective February 1, 2014, payment will continue at the current rates, as noted in Exhibit A, of this Amendment Number 3, incorporated herein, by reference and made part of this Contract.”

3.0 COUNTY SMOKING BAN ORDINANCE

A new section 9.53, entitled Compliance with County's Smoking Ban Ordinance is added to Contract Number 76456 and shall read as follows:

“9.53 COMPLIANCE WITH COUNTY’S SMOKING BAN ORDINANCE

This Contract is subject to the provisions of the County’s ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks (“Smoking Ban Ordinance”) as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.”

4.0 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 4.01 A new Section 9.54, entitled Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program is added to Contract Number 76456 and shall read as follows:

"9.54 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

9.54.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured toll) in order to mitigate the economic burden otherwise imposed upon County and its tax payers.

9.54.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County code Chapter 2.206."

- 4.02 A new Section 9.55, entitled Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program is added to Contract Number 76456 and shall read as follows:

"9.55 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set for in Paragraph 9.54, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of Contractor to cure such

default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.”

5.0 GREEN INITIATIVES

A new Section 9.56, entitled Green Initiatives is added to Contract Number 76456 and shall read as follows:

“9.56 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor’s products prior to their use.”

6.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

A new Section 9.57, entitled Prohibition against Inducement or Persuasion is added to Contract Number 76456 and shall read as follows:

“9.57 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.”

7.0 FORCE MAJEURE

A new Section 9.58, entitled Force Majuere is added to Contract Number 76456 and shall read as follows:

“9.58 FORCE MAJEURE

9.58.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such

failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

9.58.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

9.58.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

8.0 RATIFICATION

All other terms, conditions, covenants and promises of said Contract, not affected by this Amendment Number 3, shall remain in full force and effect and are hereby reaffirmed.

9.0 EFFECTIVE DATE

The effective date of this Amendment Number 3, shall be the date, month, and year first written above.

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IN WITNESS WHEREOF, TruGreen has executed this Amendment Number 3, to Contract Number 76456, or caused it to be duly executed, and the County, by order of its Board of Supervisors, has caused this Amendment Number 3, to be executed on its behalf by the Director of Parks and Recreation on the date, month and year first written above.

COUNTY OF LOS ANGELES

By _____
RUSS GUINEY
Director of Parks and Recreation

CONTRACTOR

By _____
Securitas Security Services USA, Inc.

APPROVED AS TO FORM:

JOHN KRATTLI
County Counsel

By _____
Christina A. Salseda,
Principal Deputy County Counsel